

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

| | | |
|-----------------------------------|---|----------------------|
| | X | |
| GROMA, LLC, |) | |
| |) | Civil Action No.: |
| Plaintiff, |) | |
| |) | |
| v. |) | COMPLAINT AND DEMAND |
| |) | FOR JURY TRIAL |
| |) | |
| BUILDRE, LLC, |) | |
| GROMA GPS SOFTWARE AND MACHINERY |) | |
| AUTOMATION SYSTEM, and |) | |
| GROMA GPS YAZILIM VE MAKİNE |) | |
| OTOMASYON SİSTEMLERİ ANONİM |) | |
| ŞİRKETİ a/k/a GROMA GPS & MACHINE |) | |
| AUTOMATION, |) | |
| |) | |
| Defendants. | X | |
| | | |

The plaintiff, Groma, LLC (“Groma, LLC,” “Groma,” or “plaintiff”), for its complaint against the defendants BuildRE, LLC (“BuildRE”), Groma GPS Software and Machinery Automation System (“Groma GPS-Texas”), and Groma GPS Yazilim Ve Makine Otomasyon Sistemleri Anonim Şirketi a/k/a Groma GPS & Machine Automation (“Groma GPS-Turkey”) (Groma GPS-Texas together with Groma GPS-Turkey are referred to herein as “Groma GPS¹”) (collectively the three defendants are referred to herein as “BuildRE/Groma” or “defendants”), and states that:

NATURE OF THE ACTION

1. In this action, the plaintiff, Groma, LLC, seeks to recover damages and to obtain a preliminary and permanent injunction for the defendants BuildRE/Groma’s trademark and

¹ Groma refers to these defendants as Groma GPS-Turkey, Groma GPS- Texas, and collectively as Groma GPS to differentiate them from the plaintiff, Groma. It should be understood that the plaintiff and the Groma GPS defendants all use Groma alone as a way to refer to themselves.

service mark infringement under the Lanham Act and at common law; for the defendants' infringement of Groma, LLC's trade name; for the defendants' false designation of origin under the Lanham Act, 15 U.S.C. § 1125; for dilution by the defendants under Mass. Gen. Laws ch. 110B, §12; and for the defendants' unfair competition.

JURISDICTION AND VENUE

2. This Court has jurisdiction of the subject matter of this action under 28 U.S.C. §§ 1331, 1367(a), and 1338, the Lanham Act, Title 15 of the United States Code, and principles of supplemental and ancillary jurisdiction. This Court has subject matter jurisdiction over the plaintiff's claims arising under the trademark laws of the United States. The Court also has supplemental jurisdiction over related claims arising under Massachusetts law.

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) because a substantial part of the events giving rise to the claims occurred here.

4. This Court has personal jurisdiction over the defendants because they have had regular and consistent contacts with the Commonwealth of Massachusetts sufficient to confer personal jurisdiction.

THE PARTIES

5. The plaintiff Groma, LLC ("Groma, LLC," "Groma," or "plaintiff") is a Massachusetts Limited Liability Company with a place of business at 31 New Chardon Street, Boston, Massachusetts 02114.

6. The defendant BuildRE, LLC ("BuildRE") is a Texas Limited Liability Company with a place of business at 10601 Clarence Dr Ste 250, Frisco, Texas 75033.

7. The defendant Groma GPS Software and Machinery Automation ("Groma GPS-Texas") is a Texas corporation with a place of business at 10601 Clarence Dr Ste 250, Frisco, Texas 75033.

8. The defendant Groma GPS Yazilim Ve Makine Otomasyon Sistemleri Anonim Şirketi a/k/a Groma GPS & Machine Automation (“Groma GPS-Turkey”) is a Turkish corporation with a place of business, on information and belief, at Gosb Teknopark Hybrid 1 Building, Kemal Nehrozoglu Cad. 400. Sok. Gebze, Kocaeli/Türkiye, a place of business, on information and belief, at Yenişehir Mh.Sümbül Sk.Sitesi B Blok No:6/2/61 Pendik Türkiye, and a place of business, on information and belief, at Kemal Nehrozoglu Cad. 9 Blok No: 507/9 İç Kapi No: Z12 Gebze/Kocaeli.

9. On information and belief, Patrick Joseph Morgan is CEO or President of the Executive Board of each of the defendants.

10. On information and belief, Groma GPS-Texas and Groma GPS-Turkey are wholly owned subsidiaries of BuildRE.

11. On information and belief, Groma GPS-Texas, Groma GPS-Turkey, and BuildRE are working together to infringe and dilute Groma’s rights in “Groma,” alone and in combination with other terms, as trade names, trademarks, service marks, and domain names.

FACTUAL BACKGROUND

The Plaintiff’s Rights

12. Groma is a vertically-integrated real estate and technology firm blending traditional real estate development with innovative technology. Groma provides both traditional real estate investment, development, and management services and innovative technology and software to tenants, developers, investors, property managers, and communities.

13. The plaintiff, Groma, LLC, was formed as a Limited Liability Company in the Commonwealth of Massachusetts on November 20, 2019.

14. GromaCorp, Inc., also known as GromaCorp, is a corporation formed in the State of Delaware on August 13, 2021 has a place of business at 31 New Chardon Street, Boston,

Massachusetts 02114. Groma, LLC is a wholly owned subsidiary of GromaCorp, Inc., a Delaware corporation.

15. In addition to Groma, LLC and GromaCorp, Inc., at least 14 entities whose names include the term “groma” have been formed between November 20, 2019 and the present, and the entities formed are related to Groma, LLC and GromaCorp.

16. Since at least October 9, 2019, Groma has been doing business as and has been using “Groma” alone or in combination with other terms, as trade names to identify the company (“Groma’s Trade Names”).

17. The plaintiff, Groma, is in the business of real estate, real estate services, real estate management services, real estate investment services, and real estate development services. In addition, Groma is in the business of researching, developing, and productizing software products and services, blockchain technology, and cryptocurrency related activities (collectively “Groma’s Business”). Significant sums of investor capital have been raised in regard to these software activities and Groma’s Business.

18. Groma is the owner and operator of the domains groma.com, gro.ma, and groma.managebuilding.com as well as numerous other domains that include the term “groma.” (“Groma Web Addresses”)

19. At least as early as October 9, 2019, Groma provided, and continues to provide, publicly available content (“Groma Websites”) accessible by one or more of the Groma Web Addresses. On the Groma Websites, Groma markets, promotes, and raises awareness of Groma’s Business and Groma. The Groma Websites provide details regarding Groma and its products and services and are an extensive source of promotion, advertisement, and propagation of Groma’s Business.

20. Using Groma's Trade Names, Groma promotes, advertises, markets, and publicly displays information regarding Groma's Business. For non-limited example, the "About" page of the Groma Websites states "Groma is a vertically integrated real estate investment, development and management company combined with a tech startup building tools to provide better outcomes for our investors, tenants and the communities we serve."

21. Groma has a strong reputation for providing quality products and services in Groma's Business. Groma's Trade Names are associated with the quality products and services of Groma's Business.

22. At least due to Groma's use of Groma's Trade Names in promoting, advertising, marketing, and displaying information regarding Groma's Business, Groma has acquired valuable rights in Groma's Trade Names. ("Groma's Trade Name Rights")

23. At least due to Groma's use of the Groma Web Addresses in promoting, advertising, marketing, and displaying information regarding Groma's Business, Groma has rights in the Groma Web Addresses. ("Groma's Domain Name Rights")

24. At least as early as October 9, 2019, Groma used the mark "GROMA" in connection with promoting, advertising, marketing, and displaying information regarding Groma's Business, and Groma has used "GROMA" continuously in this manner from October 9, 2019 to the present.

25. Groma uses the "GROMA" mark as an unadorned word mark alone, and in combination with other terms and marks.

26. Since at least June 14, 2020, Groma has continuous used the "GROMA" mark in connection with the sale, marketing, promotion, and offering for sale of goods and services in the fields real estate, real estate services, real estate management services, real estate investment

services, and real estate development services. These uses are evident, for example, on the Groma Websites.

27. In addition, the “GROMA” mark has been used in connection with software services, blockchain and property operations as evidenced on the www.groma.com/technology page of the Groma Website. Groma’s valuable innovations in the fields of software related to real estate, property operations, financial services and more have been a core reason for significant investment by investors into Groma and its related products and services. Infringement of the “GROMA” mark is therefore likely to cause significant confusion and damage.

28. Groma has expended substantial time, money, and resources on marketing, advertising, and promoting Groma’s Business under and in connection with the “GROMA” mark, including on the Groma Websites, sponsoring in-person events with local organizations such as Artists for Humanity, Google advertising, physical signage at Groma’s properties around Massachusetts and through discussions with potential partners and accredited investors under relevant securities restrictions.

29. Through extensive use by Groma, over an extended period of time, of the Groma Trade Names and the GROMA mark, they have become distinctively associated with Groma and Groma’s Business.

30. As a result of the goodwill and reputation of Groma, the GROMA mark, and the Groma Trade Names, customers have come to recognize the GROMA mark and the Groma Trade Names as indicating the high-quality products and services of Groma and Groma’s Business.

31. As a result of Groma’s extensive and continuous use as provided herein, Groma has acquired valuable common law rights in the term “Groma,” alone and in combination with

other terms, including common law trademark rights and common law service mark rights. (“Groma’s Common Law Rights”).

32. Groma has used the GROMA mark, the Groma Trade Names, and the Groma Web Addresses prior to any use of “groma” by BuildRE/Groma. Therefore, Groma’s Common Law rights, Groma’s Trade Name Rights, and Groma’s Domain Name Rights are superior to and predate rights of BuildRE/Groma, if any exist.

33. Groma is the owner of U.S. Trademark Registration No. 6,244,525 (“525 Registration”) for GROMA for Real estate management services; real estate investment services in Class 36 and for Real estate development services; Real estate development services in the field of development of residential communities and development of commercial and mixed-use properties in Class 37 (“525 goods and services”). A copy of U.S. Trademark Registration No. 6,244,525 is attached hereto as Exhibit A. Groma filed the trademark application that issued as U.S. Trademark Registration No. 6,244,525 on June 16, 2020 and the registration issued on January 12, 2021.

34. Groma is the owner of U.S. Trademark Application No. 90871960 for GROMA for downloadable computer software for use as a cryptocurrency wallet; downloadable software for generating cryptographic keys for receiving and spending cryptocurrency; downloadable computer software for managing and verifying cryptocurrency transactions on a blockchain; downloadable computer software for managing and validating cryptocurrency transactions; cryptocurrency hardware wallets in Class 9 and cryptocurrency trading services; cryptocurrency exchange services featuring blockchain technology; real estate investment services; financial investment in the field of real estate; financial exchange of virtual currency; financial services, namely, providing a virtual currency for use by members of an online community via a global computer network; electronic transfer of virtual currencies in Class 36 (“960 goods and

services”). A copy of U.S. Trademark Application Serial No. 90/871,960 is attached hereto as Exhibit B. Groma filed U.S. Trademark Application No. 90/871,960 on August 9, 2021 and received a Notice of Allowance on August 9, 2022.

35. Groma is also the owner of International Trademark Registration No. 1581751 for the same goods and services as U.S. Registration No. 6,244,525 and International Trademark Registration No. 1648833 for the same goods and services as U.S. Trademark Application No. 90871960. International Trademark Registration Nos. 1581751 and 1648833 are registered in Turkey.

The Defendants and Their Actions

36. On information and belief, Groma GPS-Texas was founded on December 13, 2021 in Texas. Patrick Morgan is the first managing member of Groma GPS-Texas. On information and belief, Patrick Joseph Morgan is the CEO of Groma GPS-Texas. A copy of Groma GPS-Texas’s Certificate of Formation is attached hereto as Exhibit C.

37. On information and belief, Groma GPS-Turkey was founded on January 21, 2022 in Istanbul Turkey. On information and belief, Patrick Joseph Morgan is the President of the Executive Board of Groma GPS-Turkey. The Turkish trade registry record for Groma GPS-Turkey includes “INFORMATION TECHNOLOGIES” as the Occupational Group and “computer programming activities (coding of system, database, network, web site, etc. software as well as customer specific software, etc.” as the Nace Code, the standard European nomenclature of productive economic activities. A copy of the Turkish trade registry records is attached hereto as Exhibit D.

38. On information and belief, Groma GPS-Texas and Groma GPS-Turkey, alone and in active concert and participation with each other, use “Groma” and “Groma GPS” as trade names in the United States.

39. On information and belief, Groma GPS-Texas and Groma GPS-Turkey, alone and in active concert and participation with each other, use “GROMA” and “GROMA GPS” as trademarks in the United States.

40. On information and belief, Groma GPS-Texas and Groma GPS-Turkey, alone and in active concert and participation with each other, use “Groma” and “Groma GPS” as service marks.

41. Hereinafter, reference to actions of Groma GPS includes actions of GPS-Texas and Groma GPS-Turkey, alone and in active concert and participation with each other.

42. On information and belief, BuildRE was founded on March 22, 2021 in Texas. Patrick Morgan is the first managing member of BuildRE. A copy of the Certificate of Formation for BuildRE is attached hereto as Exhibit E.

43. BuildRE and Groma GPS-Texas share all managing members, Patrick Morgan, Barbara Molina, Manuel Molina, and Angela Durbin. *See* Exhibits C and E. On information and belief, both Groma GPS-Turkey and Groma GPS-Texas are subsidiaries of BuildRE.

44. Groma became aware of infringement by BuildRE/Groma, when the plaintiff discovered the press release (“press release”) dated September 13, 2022 that is publically accessible at the link <https://apnews.com/press-release/ein-presswire-newsmatics/technology-energy-industry-4fe43ba9ea83662bdde98c34d343b1c4>. A copy of the press release is attached hereto as Exhibit F.

45. In the press release, Groma GPS uses “Groma” and “Groma GPS & Machine Automation” as trade names and GROMA as a trademark. The press release also identifies Groma GPS as a “wholly owned member of the BuildRE business family.” The press release identifies “Patrick Morgan” as CEO in a quote about “Groma.” The press release closes with

“Patrick Morgan, BuildRE, LLC, +1 480-XXX-XXXX,” (personal information redacted) and provides an “email us here” link that goes to a form to send an email to Mr. Morgan.

46. In the press release, BuildRE/Groma display “GROMA” in orange and black as shown here:



47. As shown in the above, GROMA also appears as a trademark on a machine tool in the background of the orange and black GROMA.

48. The press release identifies Groma GPS as “Technology company Groma” and provides the following quote from CEO Patrick Morgan, “*“Groma is available to help you efficiently develop your own solutions in machine control & automation, hardware/software, and other key technology need.”—CEO Patrick Morgan.*”

49. The GROMA mark used by Groma GPS is the same as the GROMA mark used and registered by Groma. The GROMA GPS mark used by Groma GPS is the same as the GROMA mark used and registered by Groma, with the addition of “GPS.”

50. On January 14, 2022 an individual identified as “Patrick Joseph Mogan” filed an application in Turkey to register GROMA as a trademark, and the application was assigned Turkish Application No. 2022/005187.

51. On January 14, 2022 an individual identified as “Patrick Joseph Mogan” filed an application in Turkey to register GROMA GPS as a trademark, and the application was assigned Turkish Application No. 2022/005188.

52. On information and belief “Patrick Morgan” and “Patrick Joseph Mogan” are the same individual.

53. On May 30, 2022, Groma, through its Turkish Counsel, filed Oppositions against Turkish Application Nos. 2022/005187 and 2022/005188. On August 23, notice of the Opposition against Turkish Application No. 2022/005188 was provided to Applicant “Patrick Joseph Mogan.” In view of the press release, the plaintiff was able to connect Applicant “Patrick Joseph Mogan” and “Patrick Morgan.”

54. On information and belief, at least because of the aforementioned filed Oppositions and notice of the Opposition against Turkish Application No. 2022/005188 to Mr. Morgan, BuildRE/Groma knew of Groma, its use of the GROMA mark, Groma’s Common Law Rights, the Groma Trade Names, Groma’s Trade Name Rights, and Groma’s ’525 Registration in Turkey.

55. Groma GPS owns and operates the domains gromatechnology.com, groma.com.tr, gromagps.com.tr (“Groma GPS’s Web Addresses”). The domains groma.com.tr and gromagps.com.tr redirect traffic to the website hosted at gromatechnology.com (“Groma GPS Website”). A true and accurate copy of the home page of the Groma GPS Website is attached hereto as Exhibit G. The pages of the Groma GPS Website references herein below can be

accessed through the home page shown in Exhibit G and directly at the links provided. On information and belief, the Groma GPS Website became publicly available on August 24, 2022.

56. The Groma GPS Website is an interactive website, where visitors, for example, are able to click a link for Online Support.

57. On the Groma GPS Website, Groma GPS repeatedly utilizes the trade names “Groma” and “Groma GPS.” Groma GPS also utilizes emails addresses containing the term “@groma.com.tr.”

58. On the Groma GPS Website, Groma GPS repeatedly utilizes the marks “GROMA,” “GROMA GPS,” and “GROMA” in orange and black. An example of the orange and black GROMA, as used in the header of the Groma GPS Website is reproduced here:



59. On the Groma GPS Website, Groma GPS repeatedly utilizes the marks “GROMA,” “GROMA GPS,” and “GROMA” in plain text. An example of Groma in plain text as used on the Groma GPS Website is reproduced here:

At Groma, Our Engineers Are Always Looking For Ways To Work Better

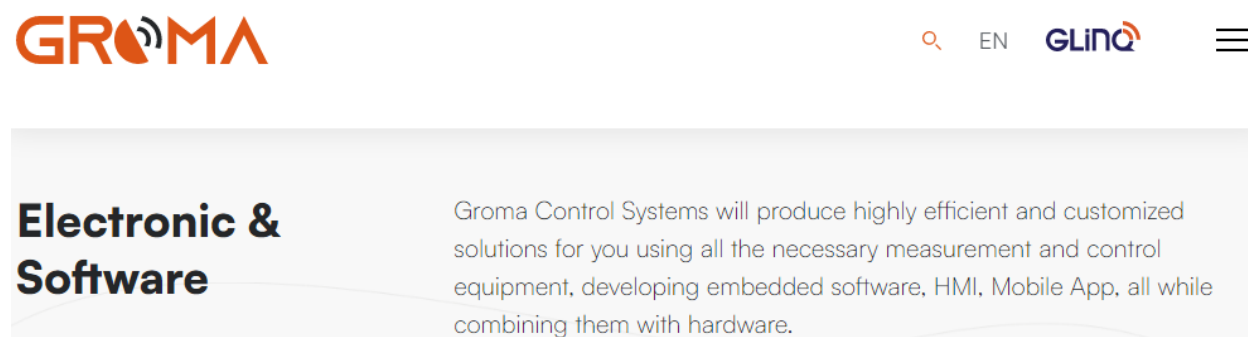
Industry leaders are looking to Groma as a trusted partner that continuously innovates to help them meet the next big challenge. Our Software and Automation Solutions platform enables us to collaborate across our automation businesses to develop more complete solutions for customers based upon our deep industry experience and further leverage our global presence. Domain expertise and industrial software to help industries achieve key sustainability and operational goals.

60. The Groma GPS Website has a footer that utilizes the mark “GROMA” and the email suffix “@groma.com.tr.” An example of the footer is reproduced here:



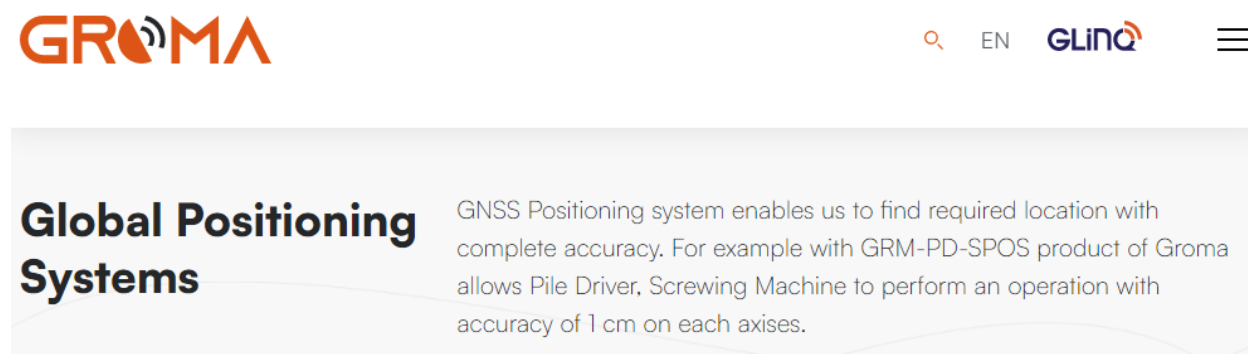
61. The Groma GPS Website identifies three “Products/Services” areas offered by Groma GPS. See <https://gromatechnology.com/products/>. The goods and services offered by Groma GPS, at least on the Groma GPS Website, include the development of software products.

62. An excerpt from the “electronic and software” (https://gromatechnology.com/product_category/eelctronic-software/) page of the Groma GPS Website is reproduced below:



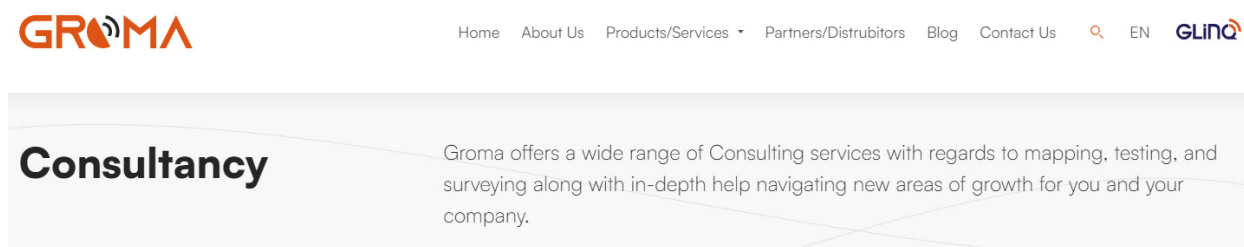
63. Groma GPS offers goods and services related to the evaluation, purchase, and development of real estate at least for the purposes of solar and renewable energy. Groma GPS offers products such as tools (e.g. the auto plumb and GPS) and software utilized in the development of real estate.

64. An excerpt from the “GPS” page (https://gromatechnology.com/product_category/global-positioning-system/) of the Groma GPS Website is reproduced below:



65. Groma GPS offers services such as surveying, mapping, and other consulting activities utilized in the evaluation and purchase of real estate at least for the purposes of solar and renewable energy.

66. An excerpt from the “consultancy” page (https://gromatechnology.com/product_category/consultancy/) of the Groma GPS Website is reproduced below:



67. Groma GPS markets itself as an innovative technology company bringing cutting edge technological solutions to existing industries. The Groma GPS Website, on the “About Us” page (<https://gromatechnology.com/about-us/>) states that “Groma is a technology brand specializing in IT, AI, Connected Machines, GPS, Automations, and Iot. Technological solutions are brought to complex problems in order to bring leading-edge innovation to customers worldwide.”

68. Groma GPS offers for sale goods and services, at least on the Groma GPS Website, to customers across the United States including the Commonwealth of Massachusetts. Those goods and services include goods and services related to real estate evaluation, purchase, and development.

69. The Groma GPS website identifies BuildRE as an associated distributor. *See* <https://gromatechnology.com/distrubutors/> BuildRE owns and operates the website found at the domain webuildre.com (“The BuildRE Website”). The BuildRE website offers for sale and rents machines for use in the development of real estate. The BuildRE Website identifies that “BuildRE equipment is manufactured in Turkey.” On information and belief, the referenced equipment manufactured in Turkey is marketed, sold, offered for sale, and promoted on the BuildRE Website is manufactured by Groma GPS.

70. The BuildRE Website provides pictures of pile driver machines sold by BuildRE. A representative picture (reproduced below) shows the machine branded GROMA.



See <http://webuildre.com/pile-drivers/>

71. BuildRE serves as a distribution partner for goods and services manufactured by Groma GPS and branded GROMA. BuildRE sells and offers for sale those goods and services, at least on the BuildRE Website, to customers across the United States including the Commonwealth of Massachusetts. Those goods and services include goods and services related to real estate evaluation, purchase, and development.

72. BuildRE/Groma attended the Solar Power event at the Anaheim Convention Center in Anaheim, California from September 19 to 22, 2022. On information and belief, at the Solar Power event, BuildRE/Groma utilized the marks “GROMA,” “GROMA GPS,” and the orange and black GROMA to sell, offer for sale, and advertise goods and services, including goods and services related to real estate evaluation, purchase, and development, during the Solar Power event.

73. On information and belief, Groma GPS utilized the trade names “Groma” and “Groma GPS” at the Solar Power event.

74. On September 16, 2022, Counsel for Groma sent a letter to Mr. Morgan of BuildRE/Groma advising of the plaintiff's rights, infringement of those rights, and requested that the infringement cease. A true and accurate copy of the letter is attached hereto as Exhibit H. The letter requested that BuildRE/Groma cease all use of the trade names Groma GPS & Machine Automation and Groma Technology, the trademarks GROMA GPS and GROMA, the web addresses gromatechnology.com and groma.com.tr, and email addresses that include groma.com.tr in connection with goods and services that conflict with and overlap with Groma's goods and services. In particular, the letter requested that Groma GPS not use the term "groma" at the Solar Power event.

75. To date, Counsel for Groma has received no response to the letter and has received no evidence that BuildRE/Groma have complied with the demands set out in the letter.

76. BuildRE/Groma's use of the marks GROMA GPS, GROMA, and the orange and black GROMA and the trade names Groma and Groma GPS are likely to cause confusion as to the source and origin of the goods and services offered by BuildRE/Groma including the goods and services on the Groma GPS Website and BuildRE Website.

77. BuildRE/Groma's use of the marks GROMA GPS, GROMA, and the orange and black GROMA and the trade names Groma and Groma GPS are likely to cause confusion as to the association and/or relationship between BuildRE/Groma and Groma.

78. Upon information and belief, BuildRE/Groma's use of the marks GROMA GPS, GROMA, and the orange and black GROMA and the trade names Groma and Groma GPS are willful with the deliberate intent to trade on the goodwill of Groma's GROMA mark and "Groma" trade name and cause confusion and deception in the marketplace.

79. BuildRE/Groma's actions are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to Groma and to its valuable reputation and goodwill for which Groma has no adequate remedy at law.

COUNT I
(Infringement of Federal Registered Trademark)

80. Groma repeats and realleges paragraphs 1 through 79 of this complaint as if they were fully set forth herein.

81. Groma owns U.S. Trademark Registration No. 6,244,525 for GROMA for Real estate management services; real estate investment services in Class 36 and for Real estate development services; Real estate development services in the field of development of residential communities and development of commercial and mixed-use properties in Class 37.

82. BuildRE/Groma's unauthorized use in commerce of the GROMA, GROMA GPS, and orange and black GROMA marks constitutes use in commerce of terms that are reproductions, copies, and colorable imitations of Groma's registered mark GROMA in connection with the sale, offering for sale, distribution, and advertising of goods or services on and in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive consumers and prospective customers as to the origin, source, sponsorship, and affiliation of BuildRE/Groma's goods and services, including their goods and services related to real estate evaluation, purchase, and development. BuildRE/Groma's conduct therefore constitutes trademark infringement in violation of Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a).

83. Upon information and belief, BuildRE/Groma has committed the foregoing acts of infringement with full knowledge of Groma's prior rights in the GROMA mark and with the willful intent to cause confusion and trade on Groma's goodwill.

84. BuildRE/Groma's conduct is causing immediate and irreparable harm and injury to Groma and to its goodwill and reputation, and will continue to damage Groma and confuse the public unless enjoined by the Court. Groma has no adequate remedy at law.

85. Groma is entitled, among other relief, to injunctive relief and an award of actual damages, BuildRE/Groma's profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

COUNT II
(Infringement of Common Law Trademarks)

86. Groma repeats and realleges paragraphs 1 through 85 of this complaint as if they were fully set forth herein.

87. Groma owns all rights, title, and interest in the GROMA mark, including Groma's Common Law Rights.

88. BuildRE/Groma have infringed and are infringing Groma's Common Law Rights at least by BuildRE/Groma's use of GROMA, GROMA GPS marks, the orange and black GROMA, the term "groma" alone and in combination with other terms, the web domains gromatechnology.com, gromagps.com.tr, and groma.com.tr, and email addresses with the suffix @groma.com.tr. ("Infringing Terms").

89. BuildRE/Groma's continued use of the Infringing Terms alone and in combination with other terms, in violation of Groma's rights, is willful.

90. Groma has been and is being damaged by BuildRE/Groma's infringement of Groma's Common Law Rights.

91. Groma has suffered due to the above described activities of BuildRE/Groma and will continue to suffer irreparable injury if Groma Technology is not preliminarily and permanently enjoined.

COUNT III
(Trade Name Infringement)

92. Groma repeats and realleges paragraphs 1 through 91 of this complaint as if they were fully set forth.

93. BuildRE/Groma infringed and are infringing Groma's Trade Name Rights.

94. Groma has been and is being damaged by the BuildRE/Groma's infringement of Groma's Trade Name Rights.

COUNT IV
(False Designation of Origin Under the Lanham Act)

95. Groma repeats and realleges paragraphs 1 through 94 of this complaint as if they were fully set forth herein.

96. BuildRE/Groma's actions were and are in violation of 15 U.S.C. §1125(a) (Lanham Act § 43(a)), which imposes liability for the use in commerce of any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of a person with another person or as to the origin, sponsorship, or approval of its goods, services, or commercial activities by another person.

97. BuildRE/Groma's continued use of the Infringing Terms alone and in combination with other terms, is a violation of Groma's Common Law Rights, Groma's Trade Name Rights, Groma's Domain Name Rights, and Groma's rights provided by the '525 Registration at least because it is likely to cause confusion, or to cause mistake, or to deceive as

to the affiliation, connection or association of Groma and/or Groma's Business and BuildRE/Groma.

98. BuildRE/Groma's continued use of the Infringing Terms alone and in combination with other terms, in violation of Groma's Common Law Rights, Groma's Trade Name Rights, Groma's Domain Name Rights, and Groma's rights provided by the '525 Registration, is willful.

99. Groma has been and is being damaged as a result of the defendants' violation of 15 U.S.C. § 1125(a).

100. Groma has suffered due to the above described activities of the defendants and will continue to suffer irreparable injury if BuildRE/Groma are not preliminarily and permanently enjoined.

COUNT V
(Dilution under Mass. Gen. Laws ch. 110B, §12)

101. Groma repeats and realleges paragraphs 1 through 100 of this complaint as if they were fully set forth herein.

102. BuildRE/Groma's use of the Infringing Terms in commerce is causing a likelihood of injury to Groma's business reputation and of dilution of the distinct quality of its GROMA mark.

103. By reason of the foregoing, Groma is entitled to relief under Mass. Gen. Laws ch. 110B, §12.

COUNT VI
(Unfair Competition Massachusetts Common Law)

104. Groma repeats and realleges paragraphs 1 through 103 of this complaint as if they were fully set forth herein.

105. BuildRE/Groma's use of the Infringing Terms, alone and in combination with other terms, in violation of Groma's Common Law Rights, Groma's Trade Name Rights, Groma's Domain Name Rights, and Groma's rights provided by the '525 Registration constitute misleading advertising in promotion of BuildRE/Groma's business. By virtue of the BuildRE/Groma's conduct, BuildRE/Groma has engaged in unfair competition in violation of common law of the Commonwealth of Massachusetts.

106. BuildRE/Groma's continued use of the Infringing Terms, in violation of Groma's Common Law Rights, Groma's Trade Name Rights, Groma's Domain Name Rights, and Groma's rights provided by the '525 Registration, is willful.

107. Groma has been and is being damaged as a result of the BuildRE/Groma's unfair competition in violation of common law of the Commonwealth of Massachusetts.

108. As a result of the BuildRE/Groma's conduct, BuildRE/Groma have caused, and, unless restrained and enjoined by this Court, will continue to cause irreparable harm, damage, and injury to the public and to Groma.

109. Groma has no adequate remedy at law.

WHEREFORE, the plaintiff, Groma, LLC, demands judgment:

A. Preliminarily and permanently enjoining the defendants, Groma GPS-Turkey, Groma GPS- Texas, and BuildRE, and each of them, from using any of the Infringing Terms, any term including "Groma," or any confusingly similar term, in any trade name, service mark, trademark, domain name, metatag, email address, or any other use to promote goods or services;

B. Preliminarily and permanently enjoining the defendants, Groma GPS-Turkey, Groma GPS- Texas, and BuildRE, and each of them, from using "Groma," "Groma

Technology,” “Groma GPS,” “Groma GPS & Machine Automation,” or any other trade name that is confusingly similar to “Groma” as a trade name;

C. Ordering Groma GPS-Turkey and Groma GPS-Texas to change their corporate name to a name that does not include “Groma” and is not confusingly similar to Groma;

D. Ordering the defendants and each of them to transfer to the plaintiff the domain names “gromatechnology.com” and “groma.com.tr” and any other domain name the defendants, or any defendant, owns or controls that includes “groma” or a term that is identical to or confusingly similar to “groma” as part of the domain;

E. Preliminarily and permanently enjoining the defendants and each of them from diluting the distinctive quality of the GROMA mark;

F. Preliminarily and permanently enjoining the defendants and each of them from engaging in unfair methods of competition with Groma;

G. Determining and awarding Groma its damages resulting from the defendants’ infringement of its Federal registered trademark rights, as alleged in Count I of the complaint, plus interest, costs, and attorneys’ fees;

H. Determining and awarding Groma its damages resulting from the defendants’ infringement of its common law trademark rights, as alleged in Count II of the complaint, plus interest, costs, and attorneys’ fees;

I. Determining and awarding Groma its damages resulting from the defendants’ infringement of its trade name rights, as alleged in Count III of the complaint, plus interest, costs, and attorneys’ fees;

J. Determining and awarding Groma its damages resulting from the defendants’ violation of 15 U.S.C. § 1125(a), as alleged in Count IV of the complaint, plus interest, costs, and attorneys’ fees;

K. Determining and awarding Groma its damages resulting from the defendants' dilution under Mass. Gen. Laws ch. 110B, §12, as alleged in Count V of the complaint, plus interest, costs, and attorneys' fees;

L. Determining and awarding the Groma its damages resulting from the defendants' unfair competition with the plaintiff, as alleged in Count VI of the complaint, plus interest, costs, and attorneys' fees;

M. Determining that defendants' actions in infringing Groma's rights and in engaging in unfair competition were willful and increasing the award of damages to Groma, and awarding interest, costs, and attorneys' fees, as a result of those willful actions; and

N. Granting such other and further relief as this Court may deem just and proper.

THE PLAINTIFF DEMANDS A TRIAL BY JURY.

GROMA, LLC

By its attorneys,

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